

LINCOLN V. HORTON (Pro Hac Vice Admission Pending)  
HORTON VILLAGE LAW GROUP, APC  
lhorton@hortonvillagelaw.com  
16236 San Dieguito Road, Suite 5-24  
P.O. Box 9181  
Rancho Santa Fe, CA 92067  
Telephone: 858.832.8685

CARL J. MARQUARDT WSBA# 23257 (Local Counsel)  
LAW OFFICE OF CARL J. MARQUARDT PLLC  
carl@cjmpfcc.com  
1126 34th Avenue #311  
Seattle, WA 98122  
Telephone: 206.388-4498

Pro Hac Vice pending  
16236 San Dieguito Road, Suite 5-24  
P.O. Box 9181  
Rancho Santa Fe, CA 92067  
lhorton@hortonvillagelaw.com  
Telephone: 858.832.8685

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

ZURICH AMERICAN INSURANCE  
COMPANY,

Plaintiff,

v.

UNIVAR SOLUTIONS USA INC.,  
UNIVAR USA INC., VOPAK USA,  
INC., and DOES 1 to 10, inclusive,

Defendants.

Case No. 2:24-cv-1782

**COMPLAINT FOR DAMAGES**

Plaintiff ZURICH AMERICAN INSURANCE COMPANY and (“Plaintiff” or “Zurich”) bring this action against Defendants UNIVAR SOLUTIONS USA INC., UNIVAR USA INC., VOPAK USA, INC. and DOES 1 to 10 (collectively “Defendants” or “Univar”), and allege as follows:

**THE PARTIES AND JURISDICTION**

1. Plaintiff Zurich American Insurance Company (“Zurich”) is a New York

1 corporation engaged in the insurance business with a statutory home office located  
2 at One Liberty Plaza, 165 Broadway, 32<sup>nd</sup> Floor, New York, New York 10006, and  
3 its principal place of business located at 1299 Zurich Way, Schaumburg, Illinois  
4 60196. Zurich is authorized to transact business and has transacted business in  
5 Washington.

6 2. Plaintiff is informed and believes and based on such information and belief  
7 alleges that Defendant Univar Solutions USA Inc. (“Univar Solutions”) is a  
8 Delaware corporation with its principal place of business located at 6100 Carillon  
9 Point, Kirkland, WA 98033. Univar Solutions is authorized to transact business  
10 and is transacting business in King County, Washington.

11 3. Plaintiff is informed and believes and based on such information and belief  
12 alleges that Defendant Univar USA, Inc. (“Univar USA”) is a Delaware  
13 corporation with its principal place of business located at 6100 Carillon Point,  
14 Kirkland, WA 98033. Univar USA is authorized to transact business and is  
15 transacting business in King County, Washington.

16 4. Plaintiff is informed and believes and based on such information and belief  
17 alleges that Defendant Vopak USA, Inc. (“Vopak”) is a Delaware corporation with  
18 its principal place of business located at 6100 Carillon Point, Kirkland, WA 98033.  
19 Vopak is authorized to transact business and is transacting business in King  
20 County, Washington.

21 5. The amount at issue in this case is over \$75,000.00.

22 6. This matter is subject to the Federal District Court’s jurisdiction based on  
23 the diversity of the parties and the amount at issue pursuant to 28 U.S.C. § 1332.

24 7. Defendants DOES 1 to 10, inclusive, are the fictitious names of those  
25 Defendants whose true names are unknown to Plaintiff, and whose true capacities,  
26 whether as individuals, corporations, partnerships, joint venturers and/or  
27 associations, are also unknown to Plaintiff, and when such true names are  
28 ascertained, Plaintiff will amend this complaint by inserting said true names in the

1 place of said fictitious names in accordance with the Federal Rules of Civil  
2 Procedure. Plaintiff is informed and believes and thereon alleges that, whenever  
3 and wherever in this complaint all Defendants are the subject of the charging  
4 allegations by Plaintiff, said Does are also responsible in some manner for the  
5 events and happenings and it shall be deemed that said Defendants, DOES 1 to 10,  
6 inclusive, and each of them, are likewise the subject of said charging allegations  
7 herein by Plaintiff.

8 8. At all times herein mentioned, Defendants, and each of them, were the  
9 agents, servants, and employees of each of the other Defendants herein, and at the  
10 same time and place of the events hereinafter described, were acting within the  
11 course and scope of said agency and employment with the permission and consent  
12 of the other Defendants and each of them. Defendants are, and each of them is, the  
13 alter ego of the other Defendants, and Defendants are essentially the extension of  
14 each other.

15 9. Plaintiff is informed and believes and thereon alleges that Univar Solutions,  
16 Univar USA and Vopak are the same company, which has gone through a series of  
17 name changes, and now is known as Univar Solutions.

### 18 **GENERAL ALLEGATIONS**

19 10. At Defendants' request, Commercial General Liability insurance policy no.  
20 GLO 08298495-00 was issued by Zurich to Defendants for the policy period  
21 January 1, 2002 to January 1, 2003 ("Agreement").

22 11. The Agreement requires Defendants to pay deductibles for ongoing claims  
23 and lawsuits.

24 12. Defendants are chemical distributors and have been involved in long-  
25 running Environmental "Superfund" clean-up litigation generating ongoing  
26 liability for deductible payments per the Agreement.

27 13. Per the Agreement, Defendants are billed by Zurich periodically for  
28 deductibles related to the ongoing claims and litigation.

1 14. On or about September 30, 2023, Zurich issued Defendants an invoice and  
2 demand for payment of a deductible per the Agreement of \$459.22.

3 15. On or about November 1, 2023, Zurich issued Defendants an invoice and  
4 demand for payment of a deductible per the Agreement of \$455.04.

5 16. On or about February 1, 2024, Zurich issued Defendants an invoice and  
6 demand for payment of a deductible per the Agreement of \$153,541.06.

7 17. On or about March 1, 2024, Zurich issued Defendants an invoice and  
8 demand for payment of a deductible per the Agreement of \$496.49.

9 18. On or about March 30, 2024, Zurich issued Defendants an invoice and  
10 demand for payment of a deductible per the Agreement of \$0.08.

11 19. On or about August 2, 2024, Zurich issued Defendants an invoice and  
12 demand for payment of a deductible per the Agreement of \$19,856.33.

13 20. None of the above invoices totaling \$174,808.22 were paid by Defendants.

14 21. On or about September 11, 2024, Zurich issued Defendants a Statement of  
15 Account and demand for payment of the outstanding balances for invoices for  
16 deductibles totaling \$174,808.22, plus accrued interest.

17 22. Despite follow up efforts, to date Zurich has not received payment, in  
18 whole or in part, from Defendants for the deductibles owed pursuant to the  
19 Agreement totaling \$174,808.22 for the invoices listed in the complaint, plus  
20 accruing interest.

21 23. Zurich expects that additional invoices for deductibles will be issued during  
22 the course of this action, and that the amount owed for Deductibles by Defendants  
23 will exceed \$174,808.22. Zurich will prove up any additional amounts owed at  
24 trial or as part of a dispositive motion.

25 **FIRST CAUSE OF ACTION**

26 (Breach of Contract for Damages Against All Defendants)

27 24. Plaintiff incorporates by reference each and every allegation contained in  
28 paragraphs 1 through 22 above, as though fully set forth herein.

1 25. At Defendants' request, Plaintiff issued the at-issue insurance policy, the  
2 terms of which are the Agreement.

3 26. Plaintiff continues to fulfill its contractual obligations to Defendants by  
4 providing the insurance coverage set forth in the Agreement.

5 27. Per the Agreement, Defendants owe Plaintiff \$174,808.22 in unpaid  
6 deductibles.

7 28. From September 2023 to August 2024, invoices and demands for payment  
8 were made by Plaintiff to Defendants for deductibles of \$174,808.22, but no  
9 payment was received.

10 29. On or about September 11, 2024, Plaintiff issued a Statement of Account  
11 and follow-up demand for payment to Defendants for deductibles owed per the  
12 Agreement of \$174,808.22, plus accrued interest.

13 30. Despite Plaintiff's efforts and demands, to date Plaintiff has not received  
14 payment, in whole or in part, from Defendants for deductibles owed pursuant to the  
15 Agreement totaling \$174,808.22.

16 31. Defendants materially breached the Agreement and the CGL Agreement by  
17 failing to pay Plaintiff the premiums owed totaling \$174,808.22.

18 32. Defendants continue to be in breach of the WC Agreements and the CGL  
19 Agreement by failing to pay Plaintiff the deductibles owed totaling \$174,808.22.

20 33. Plaintiff did not waive or otherwise excuse Defendants' obligations  
21 pursuant to the Agreement to pay Plaintiff deductibles totaling \$174,808.22.

22 34. As a direct and proximate result of Defendants' breaches of their  
23 obligations under the Agreement, Plaintiff has been damaged in the amount of  
24 \$174,808.22 for billed but unpaid deductibles, plus accruing interest.

25 35. Plaintiff expects that additional invoices for deductibles will be issued  
26 during the course of this action, and that the amount owed for deductibles by  
27 Defendants per the Agreement will exceed \$174,808.22. Plaintiff will prove up  
28 any additional amounts owed at trial or as part of a dispositive motion.

36. Plaintiff seeks and is entitled to obtain a judgment for damages according to proof, plus daily pre-judgment interest calculated at the statutory rate, costs of suit, and such other and further relief as the court deems proper.

WHEREFORE, Plaintiff prays for judgment in its favor and against Defendants as follows:

1. For damages according to proof at trial.
2. For an award of daily pre-judgment interest.
3. For costs of suit.
4. For such other and further relief as the court may deem proper.

Bench Trial requested by Plaintiff.

DATED: October 30, 2024

LAW OFFICE OF CARL J. MARQUARDT  
PLCC

By: /s/ Carl J. Marquardt  
CARL J. MARQUARDT WSBA # 23257  
1126 34<sup>th</sup> Avenue, Suite 311  
Seattle, WA 98122  
Tel. 206-388-4498  
[carl@cjmpplc.com](mailto:carl@cjmpplc.com)

HORTON VILLAGE LAW GROUP, APC

By: /s/ Lincoln V. Horton  
LINCOLN V. HORTON  
*Pro Hac Vice pending*  
16236 San Dieguito Road, Suite 5-24  
P.O. Box 9181  
Rancho Santa Fe, CA 92067  
[lhorton@hortonvillagelaw.com](mailto:lhorton@hortonvillagelaw.com)  
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